

EXHIBIT A

PATTERN OF RACKETEERING ACTIVITY – PREDICATE ACTS

CLAIMANT A

- A-1. On or about March 18, 2019, **Runner Defendants** recruited and/or introduced Claimant A to Wingate Defendants who together with Bangel Defendants referred Claimant A to the Medical Provider Defendants for purported diagnosis and treatment of medical conditions allegedly caused by a purported injury of that date during the course of Claimant A's employment with a construction company. Claimant A, subsequently, was assisted by the Defendants to undergo diagnostic and treatment protocols that were unnecessary and were unrelated to the alleged accident for which Claimant A was compensated. Upon information and belief, the acts and conducts of the Defendants were effectuated, in part by means of telephone calls, texts, emails and use of the mails, in violation of 18 U.S.C. § 1341 (mail fraud), § 1343 (wire fraud,) and NY Penal Code § 215 (bribery).
- A-2. On or about December 13, 2021, in furtherance of the Fraud Scheme, and in violation of 18 U.S.C. § 1341, **Wingate Partners**, or an employee of the Wingate Firm at the direction of Wingate Partners, mailed a Verified Bill of Particulars dated December 8, 2021 falsely attesting to the construction accident, the existence and/or extent of Claimant A's injuries, and the necessity of Claimant A's medical treatment.
- A-3. On or about December 26, 2019, in furtherance of the Fraud Scheme, and in violation of 18 U.S.C. §§ 1341 or 1343, **Bangel Partners**, or an employee of the Bangel Firm at the direction of Bangel Partners, caused to be transmitted by mail, facsimile or email to NY WCB Form OC-400 Notice dated December 26, 2019.
- A-4. On or about March 5, 2021, in furtherance of the Fraud Scheme, and in violation of 18 U.S.C. § 1341, **Bangel Partners**, or an employee of the Bangel Firm at the direction of Bangel Partners, caused to be transmitted by facsimile a WCB Form OC-400 Notice fee application to NY WCB falsely attesting to the construction accident, the existence and/or extent of Claimant A's injuries, and the necessity of Claimant A's medical treatment, and requesting over \$40,000.00 in attorney's fees.
- A-5. On or about March 5, 2021, in furtherance of the Fraud Scheme, and in violation of 18 U.S.C. § 1341, **Bangel Partners**, or an employee of the Bangel Firm at the direction of Bangel Partners, caused to be transmitted by facsimile a Section 32 WCL Settlement Agreement falsely attesting to the construction accident, the existence and/or extent of Claimant A's injuries, and the necessity of Claimant A's medical treatment, resulting in a settlement amount in excess of \$300,000.00.
- A-6. On or about October 30, 2019, in furtherance of the Fraud Scheme, and in violation of 18 U.S.C. § 1341, **Kaplan** caused a C-4 Form Doctor's Initial Report dated October 10, 2019 regarding Claimant A to be transmitted by facsimile to the NY WCB. Upon information and belief, Kaplan caused his Doctor's Initial Report to be transmitted by

- mail, facsimile or email to Wingate Partners and/or Bangel Partners to support Claimant A's workers' compensation claim and personal injury lawsuit in furtherance of the scheme to defraud.
- A-7. On or about November 22, 2019, in furtherance of the Fraud Scheme, and in violation of 18 U.S.C. § 1341, **Kaplan** caused a C-4.2 Form Doctor's Progress Note dated November 15, 2019 regarding Claimant A to be transmitted by facsimile to the NY WCB. Upon information and belief, Kaplan caused his Progress Note to be transmitted by mail, facsimile or email to Wingate Partners and/or Bangel Partners to support Claimant A's workers' compensation claim and personal injury lawsuit in furtherance of the scheme to defraud.
- A-8. On or about December 13, 2019, in furtherance of the Fraud Scheme, and in violation of 18 U.S.C. § 1341, **Grimm** caused to be transmitted by facsimile to the NY WCB a C-4.2 Form Doctor's Progress Note dated December 10, 2019 noting his treatment of Claimant A with cervical epidural steroid injection with diagnostic epidurography. The medical services were unnecessary and/or were not causally related to the alleged accident, but were provided in order to increase the medical services for which NY Ortho Defendants received reimbursement and to increase workers' compensation claim and personal injury lawsuit settlement value. Upon information and belief, Grimm caused his Progress Note to be transmitted by mail, facsimile or email to Wingate Partners and/or Bangel Partners to support Claimant A's workers' compensation claim and personal injury lawsuit in furtherance of the scheme to defraud.
- A-9. On or about January 9, 2020, in furtherance of the Fraud Scheme, and in violation of 18 U.S.C. §§ 1341 or 1343, **Manhattan SC** caused to be transmitted by mail, facsimile or email to the NY WCB a report and bill pertaining to Claimant A's November 25, 2019 cervical epidural steroid injection and epidurogram performed by Grimm. The medical services were unnecessary and/or were not causally related to the alleged accident, but were provided in order to increase the medical services for which Manhattan SC and NY Ortho Defendants received reimbursement and to increase workers' compensation claim and personal injury lawsuit settlement value. Upon information and belief, Manhattan SC caused the report and bill to be transmitted by mail, facsimile or email to Wingate Partners and/or Bangel Partners to support Claimant A's workers' compensation claim and personal injury lawsuit in furtherance of the scheme to defraud.
- A-10. On or about January 14, 2020, in furtherance of the Fraud Scheme, and in violation of 18 U.S.C. § 1341, **Grimm** caused to be transmitted by facsimile to the NY WCB a C-4.2 Form Doctor's Progress Note dated January 10, 2020 noting his treatment of Claimant A with lumbar epidural steroid injection with diagnostic epidurography. The medical services were unnecessary and/or were not causally related to the alleged accident, but were provided in order to increase the medical services for which NY Ortho Defendants received reimbursement and to increase workers' compensation claim and personal injury lawsuit settlement value. Upon information and belief,

Grimm caused his Progress Note to be transmitted by mail, facsimile or email to Wingate Partners and/or Bangel Partners to support Claimant A's workers' compensation claim and personal injury lawsuit in furtherance of the scheme to defraud.

- A-11. On or about January 14, 2020, in furtherance of the Fraud Scheme, and in violation of 18 U.S.C. §§ 1341 or 1343, **Manhattan SC** caused to be transmitted by mail, facsimile or email to the NY WCB a report and bill pertaining to Claimant A's December 5, 2019 lumbar epidural steroid injection and epidurogram performed by Grimm. The medical services were unnecessary and/or were not causally related to the alleged accident, but were provided in order to increase the medical services for which NY Ortho Defendants and Manhattan SC received reimbursement and to increase workers' compensation claim and personal injury lawsuit settlement value. Upon information and belief, Manhattan SC caused the report and bill to be transmitted by mail, facsimile or email to Wingate Partners and/or Bangel Partners to support Claimant A's workers' compensation claim and personal injury lawsuit in furtherance of the scheme to defraud.
- A-12. On or about March 16, 2020, in furtherance of the Fraud Scheme, and in violation of 18 U.S.C. § 1341, **Golzad** caused to be transmitted by facsimile to the NY WCB a report of his examination of Claimant A on February 26, 2020 in which he falsely noted suspected traumatic brain injury and post concussion syndrome and recommended brain MRIs and formal neuropsychological evaluation and neurovestibular evaluation. The recommended medical services were unnecessary and/or were not causally related to the alleged accident, but were recommended and subsequently provided in order to increase the medical services for which NYC MNO Defendants received reimbursement and to increase workers' compensation claim and personal injury lawsuit settlement value. Upon information and belief, Golzad caused his report to be transmitted by mail, facsimile or email to Wingate Partners and/or Bangel Partners to support Claimant A's workers' compensation claim and personal injury lawsuit in furtherance of the scheme to defraud.
- A-13. On or about June 1, 2020, in furtherance of the Fraud Scheme, and in violation of 18 U.S.C. § 1341, **Golzad** caused to be transmitted by facsimile to the NY WCB a report of his examination of Claimant A on May 19, 2020 in which he falsely noted traumatic brain injury with post concussion syndrome and recommended brain MRIs. The recommended medical services were unnecessary and/or were not causally related to the alleged accident, but were recommended and subsequently provided in order to increase the medical services for which NYC MNO Defendants received reimbursement and to increase workers' compensation claim and personal injury lawsuit settlement value. Upon information and belief, Golzad caused his report to be transmitted by mail, facsimile or email to Wingate Partners and/or Bangel Partners to support Claimant A's workers' compensation claim and personal injury lawsuit in furtherance of the scheme to defraud.

- A-14. On or about June 14, 2019, in furtherance of the Fraud Scheme, and in violation of 18 U.S.C. § 1341, **Weinstein** caused to be transmitted by facsimile to the NY WCB a claim form and report of Claimant A's May 20, 2019 examination in which he falsely diagnosed Claimant A with cervical radiculopathy and left shoulder internal derangement. Upon information and belief, Weinstein caused his claim form and report to be transmitted by mail, facsimile or email to Wingate Partners and/or Bangel Partners to support Claimant A's workers' compensation claim and personal injury lawsuit in furtherance of the scheme to defraud.
- A-15. On or about September 10, 2019, in furtherance of the Fraud Scheme, and in violation of 18 U.S.C. §§ 1341 or 1343, **Weinstein** caused to be transmitted by mail, facsimile or email to the NY WCB a claim form for left shoulder surgery performed on Claimant A at New York Surgery Center Queens on August 22, 2019. The medical services were unnecessary and/or were not causally related to the alleged accident, but were provided in order to increase the medical services for which Weinstein Defendants received reimbursement and to increase workers' compensation claim and personal injury lawsuit settlement value. Upon information and belief, Weinstein caused his claim form to be transmitted by mail, facsimile or email to Wingate Partners and/or Bangel Partners to support Claimant A's workers' compensation claim and personal injury lawsuit in furtherance of the scheme to defraud.
- A-16. On or about February 11, 2020, in furtherance of the Fraud Scheme, and in violation of 18 U.S.C. § 1341, **Weinstein** caused to be transmitted by facsimile to the NY WCB a report of his examination of Claimant A on January 29, 2020 in which he falsely diagnosed Claimant A with right shoulder internal derangement/impingement/rotator cuff tear. Upon information and belief, Weinstein caused his report to be transmitted by mail, facsimile or email to Wingate Partners and/or Bangel Partners to support Claimant A's workers' compensation claim and personal injury lawsuit in furtherance of the scheme to defraud.
- A-17. On or about August 19, 2020, in furtherance of the Fraud Scheme, and in violation of 18 U.S.C. §§ 1341 or 1343, **CitiMed Practice** caused to be transmitted by mail, facsimile or email to the NY WCB a physiatric follow up report of Claimant A's August 19, 2020 examination falsely noting cervical, thoracic and lumbar sprain/strain, bilateral shoulder sprain/strain and bilateral knee sprain/strain and recommended continued physical therapy. The recommended medical services were unnecessary and/or were not causally related to the alleged accident, but were recommended and subsequently provided in order to increase the medical services for which CitiMed Practice received reimbursement and to increase workers' compensation claim and personal injury lawsuit settlement value. Upon information and belief, CitiMed Practice caused this report to be transmitted by mail, facsimile or email to Wingate Partners and/or Bangel Partners to support Claimant A's workers' compensation claim and personal injury lawsuit in furtherance of the scheme to defraud.

- A-18. On or about May 5, 2021, in furtherance of the Fraud Scheme, and in violation of 18 U.S.C. §§ 1341 or 1343, **CitiMed Practice** caused to be transmitted by mail, facsimile or email to the NY WCB a physiatric follow up report of Claimant A's May 5, 2021 examination falsely noting cervical, thoracic and lumbar sprain/strain, bilateral shoulder sprain/strain and bilateral knee sprain/strain and recommended continued physical therapy. The recommended medical services were unnecessary and/or were not causally related to the alleged accident, but were recommended and subsequently provided in order to increase the medical services for which CitiMed Practice received reimbursement and to increase workers' compensation claim and personal injury lawsuit settlement value. Upon information and belief, CitiMed Practice caused this report to be transmitted by mail, facsimile or email to Wingate Partners and/or Bangel Partners to support Claimant A's workers' compensation claim and personal injury lawsuit in furtherance of the scheme to defraud.
- A-19. On or about May 9, 2019, in furtherance of the Fraud Scheme, and in violation of 18 U.S.C. §§ 1341 or 1343, **Kosharskyy** caused to be transmitted by mail, facsimile or email to the NY WCB a C-4 Initial Report of Claimant A's May 9, 2019 examination during which Kosharskyy administered epidural steroid injection and epidurogram. The medical services were unnecessary and/or were not causally related to the alleged accident, but were provided in order to increase the medical services for which Pain Defendants received reimbursement and to increase workers' compensation claim and personal injury lawsuit settlement value. Upon information and belief, Kosharskyy caused his report to be transmitted by mail, facsimile or email to Wingate Partners and/or Bangel Partners to support Claimant A's workers' compensation claim and personal injury lawsuit in furtherance of the scheme to defraud.
- A-20. On or about October 24, 2019, in furtherance of the Fraud Scheme, and in violation of 18 U.S.C. §§ 1341 or 1343, **Kosharskyy** caused to be transmitted by mail, facsimile or email to the NY WCB a C-4.2 Progress Report of Claimant A's October 24, 2019 examination during which Kosharskyy administered epidural steroid injection and epidurogram. The medical services were unnecessary and/or were not causally related to the alleged accident, but were provided in order to increase the medical services for which Pain Defendants received reimbursement and to increase workers' compensation claim and personal injury lawsuit settlement value. Upon information and belief, Kosharskyy caused his report to be transmitted by mail, facsimile or email to Wingate Partners and/or Bangel Partners to support Claimant A's workers' compensation claim and personal injury lawsuit in furtherance of the scheme to defraud.
- A-21. On or about April 16, 2019, in furtherance of the Fraud Scheme, and in violation of 18 U.S.C. § 1343, **Kolb** caused to be transmitted by email to the NY WCB Claimant A's MRI-shoulder report falsely noting a partial rotator cuff. Upon information and belief, Kolb caused his report to be transmitted by mail, facsimile or email to Wingate Partners and/or Bangel Partners to support Claimant A's workers' compensation claim and personal injury lawsuit in furtherance of the scheme to defraud.

- A-22. On or about April 16, 2019, in furtherance of the Fraud Scheme, and in violation of 18 U.S.C. § 1343, **Kolb** caused to be transmitted by email to the NY WCB Claimant A's MRI-spine cervical report falsely noting disc herniation at C3-4 and C4-5 and disc bulges at C5-6 and C6-7. Upon information and belief, Kolb caused his report to be transmitted by mail, facsimile or email to Wingate Partners and/or Bangel Partners to support Claimant A's workers' compensation claim and personal injury lawsuit in furtherance of the scheme to defraud.
- A-23. On or about June 1, 2020, in furtherance of the Fraud Scheme, and in violation of 18 U.S.C. § 1343, **Lenox Hill** electronically signed and transmitted to Weinstein and also transmitted by email to NY WCB Claimant A's MRI-cervical spine on April 30, 2020 falsely noting disc herniation at C3-4 and C4-5 and disc bulges at C6-7 and C7-11. Upon information and belief, Lenox Hill caused the report to be transmitted by mail, facsimile or email to Wingate Partners and/or Bangel Partners to support Claimant A's workers' compensation claim and personal injury lawsuit in furtherance of the scheme to defraud

CLAIMANT B

- B-5. On or about September 16, 2019, **Runner Defendants** recruited and/or introduced Claimant B to Wingate Defendants who together with Bangel Defendants referred Claimant B to the Medical Provider Defendants for purported diagnosis and treatment of medical conditions allegedly caused by a purported injury of that date during the course of Claimant B's employment with a construction company. Claimant B, subsequently, was assisted by the Defendants to undergo diagnostic and treatment protocols that were unnecessary and were unrelated to the alleged accident for which Claimant B was compensated. Upon information and belief, the acts and conducts of the Defendants were effectuated, in part by means of telephone calls, texts, emails and use of the mails, in violation of 18 U.S.C. § 1341 (mail fraud), § 1343 (wire fraud,) and NY Penal Code § 215 (bribery).
- B-6. On or about April 22, 2021, in furtherance of the Fraud Scheme, and in violation of 18 U.S.C. §§ 1341 or 1343, **Wingate Partners**, or an employee of the Wingate Firm at the direction of Wingate Partners, transmitted by mail, facsimile or email to defense counsel HIPAA authorization for the release of Claimant B's fraudulent medical records.
- B-7. On or about July 22, 2022, in furtherance of the Fraud Scheme, and in violation of 18 U.S.C. §§ 1341 or 1343, **Wingate Partners**, or an employee of the Wingate Firm at the direction of Wingate Partners, transmitted by mail, facsimile or email to defense counsel a Sixth Supplemental Verified Bill of Particulars attesting falsely attesting to the construction accident, the existence and/or extent of Claimant B's injuries, and the necessity of Claimant B's medical treatment, and attaching a copy of Kaplan's July 6, 2022 operative report of Claimant B's right knee surgery.

- B-8. On or about November 14, 2019, in furtherance of the Fraud Scheme, and in violation of 18 U.S.C. §§ 1341 or 1343, **Bangel Partners**, or an employee of the Bangel Firm at the direction of Bangel Partners, caused to be transmitted by mail, facsimile or email to NY WCB a Request for Further Action requesting that Claimant B's claim be established by the Board based on Claimant B's fraudulent accident/injury.
- B-9. On or about May 7, 2020, in furtherance of the Fraud Scheme, and in violation of 18 U.S.C. §§ 1341 or 1343, **Bangel Partners**, or an employee of the Bangel Firm at the direction of Bangel Partners, caused to be transmitted by mail, facsimile or email to NY WCB a Request for Further Action concerning Claimant B's alleged neck injury.
- B-10. On or about June 12, 2020, in furtherance of the Fraud Scheme, and in violation of 18 U.S.C. § 1343, **Kaplan** caused a C-4.2 Form Doctor's Progress Note regarding Claimant B June 5, 2020 examination to be transmitted to the NY WCB falsely noting symptomatic meniscal tear of the right knee. Upon information and belief, Kaplan caused his Progress Note to be transmitted by mail, facsimile or email to Wingate Partners and/or Bangel Partners to support Claimant B's workers' compensation claim and personal injury lawsuit in furtherance of the scheme to defraud.
- B-11. On or about July 17, 2020, in furtherance of the Fraud Scheme, and in violation of 18 U.S.C. § 1343, **Kaplan** caused to be transmitted to the NY WCB C-4.2 Progress Report with operative report of Claimant B's June 17, 2020 right knee surgery. The medical services were unnecessary and/or were not causally related to the alleged accident, but were provided in order to increase the medical services for which NY Ortho Defendants received reimbursement and to increase workers' compensation claim and personal injury lawsuit settlement value. Upon information and belief, Kaplan caused his report to be transmitted by mail, facsimile or email to Wingate Partners and/or Bangel Partners to support Claimant B's workers' compensation claim and personal injury lawsuit in furtherance of the scheme to defraud.
- B-12. On or about July 17, 2020, in furtherance of the Fraud Scheme, and in violation of 18 U.S.C. §§ 1341 or 1343, **Manhattan SC** caused to be transmitted by mail, facsimile or email to the NY WCB a report pertaining to Claimant B's June 17, 2020 right knee surgery performed by Kaplan. The medical services were unnecessary and/or were not causally related to the alleged accident, but were provided in order to increase the medical services for which Pain Defendants and Manhattan SC received reimbursement and to increase workers' compensation claim and personal injury lawsuit settlement value. Upon information and belief, Manhattan SC caused the report to be transmitted by mail, facsimile or email to Wingate Partners and/or Bangel Partners to support Claimant B's workers' compensation claim and personal injury lawsuit in furtherance of the scheme to defraud.
- B-13. On or about July 6, 2022, in furtherance of the Fraud Scheme, and in violation of 18 U.S.C. §§ 1341 or 1343, **Kaplan** caused to be transmitted by mail, facsimile or email to the NY WCB a report of Claimant B's July 6, 2022 right knee surgery. The medical

- services were unnecessary and/or were not causally related to the alleged accident, but were provided in order to increase the medical services for which Pain Defendants received reimbursement and to increase workers' compensation claim and personal injury lawsuit settlement value. Upon information and belief, Kaplan caused the report to be transmitted by mail, facsimile or email to Wingate Partners and/or Bangel Partners to support Claimant B's workers' compensation claim and personal injury lawsuit in furtherance of the scheme to defraud
- B-14. On or about July 6, 2022, in furtherance of the Fraud Scheme, and in violation of 18 U.S.C. §§ 1341 or 1343, **Manhattan SC** caused to be transmitted by mail, facsimile or email to the NY WCB a report pertaining to Claimant B's July 6, 2022 right knee surgery performed by Kaplan. The medical services were unnecessary and/or were not causally related to the alleged accident, but were provided in order to increase the medical services for which Pain Defendants and Manhattan SC received reimbursement and to increase workers' compensation claim and personal injury lawsuit settlement value. Upon information and belief, Manhattan SC caused the report to be transmitted by mail, facsimile or email to Wingate Partners and/or Bangel Partners to support Claimant B's workers' compensation claim and personal injury lawsuit in furtherance of the scheme to defraud.
- B-15. On or about November 25, 2019, in furtherance of the Fraud Scheme, and in violation of 18 U.S.C. § 1343, **Grimm** caused a C-4 Form Initial Report regarding Claimant B's November 12, 2019 examination to be transmitted to the NY WCB falsely noting lumbar radiculopathy and recommending epidural injections. The recommended medical services were unnecessary and/or were not causally related to the alleged accident, but were recommended and subsequently provided in order to increase the medical services for which NY Ortho Defendants received reimbursement and to increase workers' compensation claim and personal injury lawsuit settlement value. Upon information and belief, Grimm caused his report to be transmitted by mail, facsimile or email to Wingate Partners and/or Bangel Partners to support Claimant B's workers' compensation claim and personal injury lawsuit in furtherance of the scheme to defraud.
- B-16. On or about February 24, 2020, in furtherance of the Fraud Scheme, and in violation of 18 U.S.C. § 1343, **Grimm** caused to be transmitted to the NY WCB a C-4.2 Form Doctor's Progress Note dated February 4, 2020 noting his treatment of Claimant B on December 2, 2019 with lumbar epidural steroid injection with diagnostic epidurography. The medical services were unnecessary and/or were not causally related to the alleged accident, but were provided in order to increase the medical services for which NY Ortho Defendants received reimbursement and to increase workers' compensation claim and personal injury lawsuit settlement value. Upon information and belief, Grimm caused his report to be transmitted by mail, facsimile or email to Wingate Partners and/or Bangel Partners to support Claimant B's workers'

compensation claim and personal injury lawsuit in furtherance of the scheme to defraud.

- B-17. On or about September 2, 2020, in furtherance of the Fraud Scheme, and in violation of 18 U.S.C. §§ 1341 or 1343, **Weinstein** caused to be transmitted by mail, facsimile or email to the NY WCB a claim form and report of his September 2, 2020 examination of Claimant B in which he falsely diagnosed Claimant B with lumbar radiculopathy and spondylolisthesis. Upon information and belief, Weinstein caused his report to be transmitted by mail, facsimile or email to Wingate Partners and/or Bangel Partners to support Claimant B's workers' compensation claim and personal injury lawsuit in furtherance of the scheme to defraud.
- B-18. On or about December 17, 2020, in furtherance of the Fraud Scheme, and in violation of 18 U.S.C. §§ 1341 or 1343, **Weinstein** caused to be transmitted by mail, facsimile or email to the NY WCB an operative report of Claimant B's spinal fusion. The medical services were unnecessary and/or were not causally related to the alleged accident, but were provided in order to increase the medical services for which Weinstein Defendants received reimbursement and to increase workers' compensation claim and personal injury lawsuit settlement value. Upon information and belief, Weinstein caused his report to be transmitted by mail, facsimile or email to Wingate Partners and/or Bangel Partners to support Claimant B's workers' compensation claim and personal injury lawsuit in furtherance of the scheme to defraud.
- B-19. On or about September 9, 2020, in furtherance of the Fraud Scheme, and in violation of 18 U.S.C. § 1343, **Lenox Hill** transmitted to NY WCB a claim form and report, a copy of which was also transmitted to Weinstein, of Claimant B's MRI-lumbar spine on September 3, 2020 falsely noting disc herniation and disc bulging. Upon information and belief, Lenox Hill caused the report to be transmitted by mail, facsimile or email to Wingate Partners and/or Bangel Partners to support Claimant B's workers' compensation claim and personal injury lawsuit in furtherance of the scheme to defraud.
- B-20. On or about September 9, 2020, in furtherance of the Fraud Scheme, and in violation of 18 U.S.C. § 1343, **Lenox Hill** transmitted to NY WCB a claim form and report, a copy of which was also transmitted to Weinstein, of Claimant B's CT-lumbar spine and x-ray lumbar spine on September 3, 2020 falsely noting disc herniation and disc bulging. Upon information and belief, Lenox Hill caused the report to be transmitted by mail, facsimile or email to Wingate Partners and/or Bangel Partners to support Claimant B's workers' compensation claim and personal injury lawsuit in furtherance of the scheme to defraud.
- B-21. On or about December 6, 2019, in furtherance of the Fraud Scheme, and in violation of 18 U.S.C. §§ 1341 or 1343, **Kolb** caused to be transmitted by mail, facsimile or email to the NY WCB Claimant B's MRI-left shoulder report falsely noting a rotator cuff tear. Upon information and belief, Kolb caused his report to be transmitted by mail, facsimile or email to Wingate Partners

and/or Bangel Partners to support Claimant B's workers' compensation claim and personal injury lawsuit in furtherance of the scheme to defraud. **Claimant C**

- C-22. On or about November 20, 2018, **Runner Defendants** recruited and/or introduced Claimant C to Wingate Defendants who together with Bangel Defendants referred Claimant C to the Medical Provider Defendants for purported diagnosis and treatment of medical conditions allegedly caused by a purported injury of that date during the course of Claimant C's employment with a construction company. Claimant C, subsequently, was assisted by the Defendants to undergo diagnostic and treatment protocols that were unnecessary and were unrelated to the alleged accident for which Claimant C was compensated. Upon information and belief, the acts and conducts of the Defendants were effectuated, in part by means of telephone calls, texts, emails and use of the mails, in violation of 18 U.S.C. § 1341 (mail fraud), § 1343 (wire fraud,) and NY Penal Code § 215 (bribery).
- C-23. On or about October 19, 2019, in furtherance of the Fraud Scheme, and in violation of 18 U.S.C. § 1341, **Wingate Partners**, or an employee of Wingate Firm at the direction of Wingate Partners, transmitted by mail a Verified Bill of Particulars dated October 19, 2019 falsely attesting to the construction accident, the existence and/or extent of Claimant C's injuries, and the necessity of Claimant C's medical treatment.
- C-24. On or about October 11, 2021, in furtherance of the Fraud Scheme, and in violation of 18 U.S.C. § 1341, **Wingate Partners**, or an employee of Wingate Firm at the direction of Wingate Partners, transmitted by mail a Third Supplemental Verified Bill of Particulars dated October 11, 2021 falsely attesting to the existence and/or extent of Claimant C's injuries and the necessity of Claimant C's medical treatment.
- C-25. On or about December 6, 2018, in furtherance of the Fraud Scheme, and in violation of 18 U.S.C. § 1343, **Bangel Partners**, or an employee of Bangel Firm at the direction of Bangel Partners, caused to be faxed to NY WCB a letter dated December 5, 2018 signed by **Cohen** and Form C-3 Employee Claim dated November 27, 2018 for Claimant C falsely attesting to the construction accident, the existence and/or extent of Claimant C's injuries, and the necessity of Claimant C's medical treatment.
- C-26. On or about January 7 2019, in furtherance of the Fraud Scheme, and in violation of 18 U.S.C. § 1343, **Bangel Partners**, or an employee of Bangel Firm at the direction of Bangel Partners, caused to be transmitted by facsimile or email to NY WCB a request for further action by legal counsel to establish the claim, make awards and issue attorney's fees regarding Claimant C.
- C-27. On or about March 27, 2019, in furtherance of the Fraud Scheme, and in violation of 18 U.S.C. § 1343, **Bangel Partners**, or an employee of Bangel Firm at the direction of Bangel Partners, caused to be emailed to NY WCB a fee application based on legal services rendered in connection with Claimant C's false workers' compensation claim.

- C-28. On or about March 20, 2020, in furtherance of the Fraud Scheme, and in violation of 18 U.S.C. § 1343, **Bangel Partners**, or an employee of Bangel Firm at the direction of Bangel Partners, caused to be emailed to NY WCB a Request for Further Action seeking payment of attorneys fee to Bangel Firm based on Claimant C's claim.
- C-29. On or about November 29, 2018, in furtherance of the Fraud Scheme, and in violation of 18 U.S.C. §§ 1341 or 1343, **RJ PT Practice**, or an employee of RJ PT Practice at the direction of RJ PT Practice, caused to be transmitted by facsimile, email or mail to the NY WCB a physical therapy evaluation report dated November 29, 2018 for Claimant C. The physical therapy was unnecessary and/or was not causally related to the alleged accident, but was requested and provided in order to increase the medical services for which RJ PT Practice received reimbursement and to increase workers' compensation claim and personal injury lawsuit settlement value. Upon information and belief, RJ PT Practice caused the report to be transmitted by mail, facsimile or email to Wingate Partners and/or Bangel Partners to support Claimant C's workers' compensation claim and personal injury lawsuit in furtherance of the scheme to defraud.
- C-30. On or about February 11, 2019, in furtherance of the Fraud Scheme, and in violation of 18 U.S.C. § 1343, **RJ PT Practice**, or an employee of RJ PT Practice at the direction of RJ PT Practice, caused to be transmitted by facsimile to the NY WCB a report of Claimant C's January 24, 2019 re-evaluation seeking authorization for physical therapy. The physical therapy was unnecessary and/or was not causally related to the alleged accident, but was requested and provided in order to increase the medical services for which RJ PT Practice received reimbursement and to increase workers' compensation claim and personal injury lawsuit settlement value. Upon information and belief, RJ PT Practice caused the report to be transmitted by mail, facsimile or email to Wingate Partners and/or Bangel Partners to support Claimant C's workers' compensation claim and personal injury lawsuit in furtherance of the scheme to defraud.
- C-31. On or about October 9, 2019, in furtherance of the Fraud Scheme, and in violation of 18 U.S.C. § 1343, **RJ PT Practice**, or an employee of RJ PT Practice at the direction of RJ PT Practice, caused to be transmitted by facsimile or email to NY WCB a report of Claimant C's September 6, 2019 physical therapy evaluation and daily therapy notes purportedly to address left shoulder pain. The physical therapy sessions by RJ PT Practice were unnecessary and/or were not causally related to the alleged accident, but were provided in order to increase the medical services for which RJ PT Practice received reimbursement and to increase workers' compensation claim and personal injury lawsuit settlement value. Upon information and belief, RJ PT Practice caused the report and notes to be transmitted by mail, facsimile or email to Wingate Partners and/or Bangel Partners to support Claimant C's workers' compensation claim and personal injury lawsuit in furtherance of the scheme to defraud.

- C-32. On or about December 3, 2019, in furtherance of the Fraud Scheme, and in violation of 18 U.S.C. § 1343, **Merola** caused a C-4 Form Doctor's Initial Report regarding his November 18, 2019 evaluation of Claimant C to be transmitted by email to the NY WCB in which he requested spinal fusion. The requested surgery was unnecessary and/or was not causally related to the alleged accident, but was requested and later provided in order to increase the medical services for which Merola received reimbursement and to increase workers' compensation claim and personal injury lawsuit settlement value. Upon information and belief, Merola caused his report to be transmitted by mail, facsimile or email to Wingate Partners and/or Bangel Partners to support Claimant C's workers' compensation claim and personal injury lawsuit in furtherance of the scheme to defraud.
- C-33. On or about November 21, 2019, in furtherance of the Fraud Scheme, and in violation of 18 U.S.C. §§ 1341 or 1343, **Merola** caused a report of the spinal fusion surgery he performed on Claimant C to be transmitted by mail, facsimile, or email to NY WCB. The surgery was unnecessary and/or was not causally related to the alleged accident, but was provided in order to increase the medical services for which Merola received reimbursement and to increase workers' compensation claim and personal injury lawsuit settlement value. Upon information and belief, Merola caused his report to be transmitted by mail, facsimile or email to Wingate Partners and/or Bangel Partners to support Claimant C's workers' compensation claim and personal injury lawsuit in furtherance of the scheme to defraud.
- C-34. On or about September 2, 2020, in furtherance of the Fraud Scheme, and in violation of 18 U.S.C. §§ 1341 or 1343, **Merola** caused a report of the C4-5 arthrodesis, corpectomy to be transmitted by mail, facsimile, or email to NY WCB. The surgery was unnecessary and/or was not causally related to the alleged accident, but was provided in order to increase the medical services for which Merola received reimbursement and to increase workers' compensation claim and personal injury lawsuit settlement value. Upon information and belief, Merola caused his report to be transmitted by mail, facsimile or email to Wingate Partners and/or Bangel Partners to support Claimant C's workers' compensation claim and personal injury lawsuit in furtherance of the scheme to defraud.
- C-35. On or about April 11, 2019, in furtherance of the Fraud Scheme, and in violation of 18 U.S.C. § 1343, **Isaac** caused to be transmitted by facsimile or email to NY WCB SFTP a report of his December 5, 2018 examination of Claimant C in which he recommended new x-rays of both hands. The requested x-rays were unnecessary and/or were not causally related to the alleged accident, but were requested and later provided in order to increase the medical services for which Hudson Defendants received reimbursement and to increase workers' compensation claim and personal injury lawsuit settlement value. Upon information and belief, Isaac caused the report to be transmitted by mail, facsimile or email to Wingate Partners and/or Bangel Partners to support Claimant C's

- workers' compensation claim and personal injury lawsuit in furtherance of the scheme to defraud.
- C-36. On or about August 1, 2019, in furtherance of the Fraud Scheme, and in violation of 18 U.S.C. § 1343, **Hudson Practice** caused a report of Claimant C's July 18, 2019 examination to be transmitted by facsimile to NY WCB recommending left shoulder surgery. The requested surgery was unnecessary and/or was not causally related to the alleged accident, but was requested and later provided in order to increase the medical services for which Hudson Defendants received reimbursement and to increase workers' compensation claim and personal injury lawsuit settlement value. Upon information and belief, Hudson Practice caused the report to be transmitted by mail, facsimile or email to Wingate Partners and/or Bangel Partners to support Claimant C's workers' compensation claim and personal injury lawsuit in furtherance of the scheme to defraud.
- C-37. On or about August 1, 2019, in furtherance of the Fraud Scheme, and in violation of 18 U.S.C. § 1343, **Hudson Practice** caused a request for authorization for left shoulder arthroscopy for Claimant C to be transmitted by facsimile to NY WCB. The requested surgery was unnecessary and/or was not causally related to the alleged accident, but was requested and later provided in order to increase the medical services for which Hudson Defendants received reimbursement and to increase workers' compensation claim and personal injury lawsuit settlement value. Upon information and belief, Hudson Practice caused the report to be transmitted by mail, facsimile or email to Wingate Partners and/or Bangel Partners to support Claimant C's workers' compensation claim and personal injury lawsuit in furtherance of the scheme to defraud.
- C-38. On or about February 25, 2019, in furtherance of the Fraud Scheme, and in violation of 18 U.S.C. § 1343, **Lenox Practice** caused to be transmitted by email to NY WCB report of Claimant C's MRI of left ankle on February 20, 2019 falsely noting partial tears. Upon information and belief, Lenox Practice caused the report to be transmitted by mail, facsimile or email to Wingate Partners and/or Bangel Partners to support Claimant C's workers' compensation claim and personal injury lawsuit in furtherance of the scheme to defraud.
- C-39. On or about February 28, 2019, in furtherance of the Fraud Scheme, and in violation of 18 U.S.C. § 1343, **Lenox Practice** caused to be transmitted by email to WCB SFTP reports of Claimant C's MRI of left shoulder and left knee on February 25, 2019 falsely noting tear and SLAP lesion. Upon information and belief, Lenox Practice caused the report to be transmitted by mail, facsimile or email to Wingate Partners and/or Bangel Partners to support Claimant C's workers' compensation claim and personal injury lawsuit in furtherance of the scheme to defraud.
- C-40. On or about March 1, 2019, in furtherance of the Fraud Scheme, and in violation of 18 U.S.C. § 1343, **Lenox Practice** caused to be transmitted by facsimile or email to WCB

SFTP reports of Claimant C's MRI of left shoulder and left knee on February 25, 2019 falsely noting tear and SLAP lesion. Upon information and belief, Lenox Practice caused the report to be transmitted by mail, facsimile or email to Wingate Partners and/or Bangel Partners to support Claimant C's workers' compensation claim and personal injury lawsuit in furtherance of the scheme to defraud.

- C-41. On or about July 30, 2020, in furtherance of the Fraud Scheme, and in violation of 18 U.S.C. § 1343, **Kolb** caused to be transmitted by email to the NY WCB Claimant C's MRI-cervical report falsely noting a disc herniation at C4-5 impinging upon the thecal sac and a disc bulge at C5-6. Upon information and belief, Kolb caused his report to be transmitted by mail, facsimile or email to Wingate Partners and/or Bangel Partners to support Claimant C's workers' compensation claim and personal injury lawsuit in furtherance of the scheme to defraud.

Claimant D

- D-42. On or about November 19, 2018, **Runner Defendants** recruited and/or introduced Claimant D to Wingate Defendants who together with Bangel Defendants referred Claimant D to the Medical Provider Defendants for purported diagnosis and treatment of medical conditions allegedly caused by a purported injury of that date during the course of Claimant D's employment with a construction company. Claimant D, subsequently, was assisted by the Defendants to undergo diagnostic and treatment protocols that were unnecessary and were unrelated to the alleged accident for which Claimant D was compensated. Upon information and belief, the acts and conducts of the Defendants were effectuated, in part by means of telephone calls, texts, emails and use of the mails, in violation of 18 U.S.C. § 1341 (mail fraud), § 1343 (wire fraud,) and NY Penal Code § 215 (bribery).
- D-43. On or about July 30, 2019, in furtherance of the Fraud Scheme, and in violation of 18 U.S.C. § 1341, **Wingate Partners**, or an employee of the Wingate Firm at the direction of Wingate Partners, transmitted by mail a Verified Bill of Particulars dated July 30, 2019 falsely attesting to the construction accident, the existence and/or extent of Claimant D's injuries, and the necessity of Claimant D's medical treatment.
- D-44. On or about June 29, 2023, in furtherance of the Fraud Scheme, and in violation of 18 U.S.C. §§ 1341 or 1343, **Wingate Partners**, or an employee of the Wingate Firm at the direction of Wingate Partners, transmitted by mail, facsimile or email a 4th Supplemental Verified Bill of Particulars dated June 29, 2023 falsely attesting to the existence and/or extent of Claimant D's injuries, and the necessity of Claimant D's medical treatment.
- D-45. On or about December 4, 2018, in furtherance of the Fraud Scheme, and in violation of 18 U.S.C. § 1343, **Bangel Partners**, or an employee of the Bangel Firm at the direction of Bangel Partners, caused to be transmitted by facsimile to NY WCB a letter dated December 4, 2018 signed by **Bangel** and Form C-3 Employee Claim dated November 27, 2018 for Claimant D falsely attesting to the construction accident, the

existence and/or extent of Claimant D's injuries, and the necessity of Claimant D's medical treatment.

- D-46. On or about December 7, 2018, in furtherance of the Fraud Scheme, and in violation of 18 U.S.C. §§ 1341 or 1343, **CitiMed Practice**, or an employee of the CitiMed Practice at the direction of CitiMed Practice, caused to be transmitted by facsimile, email or mail to NY WCB SFTP a report of initial evaluation of Claimant D by CitiMed Practice's physician Adam Abdalla on December 7, 2018, falsely noting cervical, thoracic and lumbar spine sprain/strain and right shoulder, hip, knee and ankle derangement, and referring Claimant D for physical therapy, numerous MRIs, orthopedics, pain management and podiatrist. The medical services were unnecessary and/or were not causally related to the alleged accident, but were provided in order to increase the medical services for which CitiMed Practice and other Medical Provider Defendants received reimbursement and to increase workers' compensation claim and personal injury lawsuit settlement value. Upon information and belief, CitiMed Practice caused the report to be transmitted by mail, facsimile or email to Wingate Partners and/or Bangel Partners to support Claimant D's workers' compensation claim and personal injury lawsuit in furtherance of the scheme to defraud.
- D-47. On or about December 28, 2018, in furtherance of the Fraud Scheme, and in violation of 18 U.S.C. §§ 1341 or 1343, **CitiMed Practice**, or an employee of the CitiMed Practice at the direction of CitiMed Practice, caused to be transmitted by facsimile, email or mail to NY WCB SFTP a report of physiatric initial evaluation of Claimant D by CitiMed Practice's physician Adam Abdalla on December 7, 2018, falsely noting cervical, thoracic and lumbar spine sprain/strain and right shoulder, knee and ankle derangement, and referring Claimant D for physical therapy, numerous MRIs, orthopedics, pain management and podiatrist. The medical services were unnecessary and/or were not causally related to the alleged accident, but were provided in order to increase the medical services for which CitiMed Practice and other Medical Provider Defendants received reimbursement and to increase workers' compensation claim and personal injury lawsuit settlement value. Upon information and belief, CitiMed Practice caused the report to be transmitted by mail, facsimile or email to Wingate Partners and/or Bangel Partners to support Claimant D's workers' compensation claim and personal injury lawsuit in furtherance of the scheme to defraud.
- D-48. On or about December 12, 2018, in furtherance of the Fraud Scheme, and in violation of 18 U.S.C. §§ 1341 or 1343, **CitiMed Practice**, or an employee of the CitiMed Practice at the direction of CitiMed Practice, caused to be transmitted by facsimile, email or mail to NY WCB a report of Claimant D's December 12, 2018 orthopedic consultation by CitiMed Practice's physician Barbara Steele falsely noting that the right shoulder, right knee, cervical spine, and lumbar spine conditions are related to the alleged workplace accident. The medical services were unnecessary and/or were not causally related to the alleged accident, but were provided in order to increase the medical services for which CitiMed Practice and other Medical Provider Defendants

received reimbursement and to increase workers' compensation claim and personal injury lawsuit settlement value. Upon information and belief, CitiMed Practice caused the report to be transmitted by mail, facsimile or email to Wingate Partners and/or Bangel Partners to support Claimant D's workers' compensation claim and personal injury lawsuit in furtherance of the scheme to defraud.

- D-49. On or about February 6, 2019, in furtherance of the Fraud Scheme, and in violation of 18 U.S.C. §§ 1341 or 1343, **CitiMed Practice**, or an employee of the CitiMed Practice at the direction of CitiMed Practice, caused to be transmitted by facsimile, email or mail to NY WCB SFTP a report of Claimant D's December 18, 2018 MRIs of lumbar and thoracic spine falsely noting disc bulges with herniation and T7-T8 herniation with regional root encroachment. The medical services were unnecessary and/or were not causally related to the alleged accident, but were provided in order to increase the medical services for which CitiMed Practice and other Medical Provider Defendants received reimbursement and to increase workers' compensation claim and personal injury lawsuit settlement value. Upon information and belief, CitiMed Practice caused the report to be transmitted by mail, facsimile or email to Wingate Partners and/or Bangel Partners to support Claimant D's workers' compensation claim and personal injury lawsuit in furtherance of the scheme to defraud.
- D-50. On or about March 18, 2019, in furtherance of the Fraud Scheme, and in violation of 18 U.S.C. §§ 1341 or 1343, **CitiMed Practice**, or an employee of CitiMed Practice at the direction of CitiMed Practice, caused to be transmitted by facsimile, email or mail to NY WCB a report of Claimant D's March 18, 2019 examination by CitiMed Practice's physician Barbara Steele falsely diagnosing Claimant D with right shoulder symptomatic traumatic internal derangement resulting from the alleged accident. The medical services were unnecessary and/or were not causally related to the alleged accident, but were provided in order to increase the medical services for which CitiMed Practice and other Medical Provider Defendants received reimbursement and to increase workers' compensation claim and personal injury lawsuit settlement value. Upon information and belief, CitiMed Practice caused the report to be transmitted by mail, facsimile or email to Wingate Partners and/or Bangel Partners to support Claimant D's workers' compensation claim and personal injury lawsuit in furtherance of the scheme to defraud.
- D-51. On or about July 8, 2019, in furtherance of the Fraud Scheme, and in violation of 18 U.S.C. §§ 1341 or 1343, **CitiMed Practice**, or an employee of the CitiMed Practice at the direction of CitiMed Practice, caused to be transmitted by facsimile, email or mail to NY WCB SFTP an operative report for Claimant D's steroid injection performed by CitiMed Practice's physician Mark Goodstein on May 21, 2019 at HealthPlus SC. The medical services were unnecessary and/or were not causally related to the alleged accident, but were provided in order to increase the medical services for which CitiMed Defendants received reimbursement and to increase workers' compensation claim and personal injury lawsuit settlement value. Upon information and belief, CitiMed

- Practice caused the report to be transmitted by mail, facsimile or email to Wingate Partners and/or Bangel Partners to support Claimant D's workers' compensation claim and personal injury lawsuit in furtherance of the scheme to defraud.
- D-52. On or about July 8, 2019, in furtherance of the Fraud Scheme, and in violation of 18 U.S.C. §§ 1341 or 1343, **HealthPlus SC**, or an employee of the HealthPlus SC at the direction of HealthPlus SC, caused to be transmitted by mail, facsimile, email or mail to NY WCB SFTP an operative report for Claimant D's steroid injection performed by CitiMed Practice's physician Mark Goodstein on May 21, 2019. The medical services were unnecessary and/or were not causally related to the alleged accident, but were provided in order to increase the medical services for which CitiMed Defendants received reimbursement and to increase workers' compensation claim and personal injury lawsuit settlement value. Upon information and belief, HealthPlus SC caused the report to be transmitted by mail, facsimile or email to Wingate Partners and/or Bangel Partners to support Claimant D's workers' compensation claim and personal injury lawsuit in furtherance of the scheme to defraud.
- D-53. On or about August 15, 2019, in furtherance of the Fraud Scheme, and in violation of 18 U.S.C. §§ 1341 or 1343, **CitiMed Practice**, or an employee of the CitiMed Practice at the direction of CitiMed Practice, caused to be transmitted by facsimile, email or mail to NY WCB SFTP an operative report for Claimant D's steroid injection performed by CitiMed Practice's physician Mark Goodstein on June 18, 2019. The medical services were unnecessary and/or were not causally related to the alleged accident, but were provided in order to increase the medical services for which CitiMed Defendants received reimbursement and to increase workers' compensation claim and personal injury lawsuit settlement value. Upon information and belief, CitiMed Practice caused the report to be transmitted by mail, facsimile or email to Wingate Partners and/or Bangel Partners to support Claimant D's workers' compensation claim and personal injury lawsuit in furtherance of the scheme to defraud.
- D-54. On or about August 15, 2019, in furtherance of the Fraud Scheme, and in violation of 18 U.S.C. §§ 1341 or 1343, **HealthPlus SC**, or an employee of the HealthPlus SC at the direction of HealthPlus SC, caused to be transmitted by facsimile, email or mail to NY WCB SFTP an operative report for Claimant D's steroid injection performed by CitiMed Practice's physician Mark Goodstein on June 18, 2019. The medical services were unnecessary and/or were not causally related to the alleged accident, but were provided in order to increase the medical services for which CitiMed Defendants received reimbursement and to increase workers' compensation claim and personal injury lawsuit settlement value. Upon information and belief, HealthPlus SC caused the report to be transmitted by mail, facsimile or email to Wingate Partners and/or Bangel Partners to support Claimant D's workers' compensation claim and personal injury lawsuit in furtherance of the scheme to defraud.
- D-55. On or about July 30, 2019, in furtherance of the Fraud Scheme, and in violation of 18 U.S.C. §§ 1341 or 1343, **HealthPlus SC**, or an employee of the HealthPlus SC at the

direction of HealthPlus SC, caused to be transmitted by facsimile, email or mail to NY WCB SFTP an operative report for Claimant D's left shoulder surgery performed by CitiMed Practice's physician Barbara Steele on July 30, 2019. The medical services were unnecessary and/or were not causally related to the alleged accident, but were provided in order to increase the medical services for which CitiMed Defendants received reimbursement and to increase workers' compensation claim and personal injury lawsuit settlement value. Upon information and belief, HealthPlus SC caused the report to be transmitted by mail, facsimile or email to Wingate Partners and/or Bangel Partners to support Claimant D's workers' compensation claim and personal injury lawsuit in furtherance of the scheme to defraud.

D-56. On or about June 12, 2020, in furtherance of the Fraud Scheme, and in violation of 18 U.S.C. §§ 1341 or 1343, **CitiMed Practice**, or an employee of the CitiMed Practice at the direction of CitiMed Practice, caused to be transmitted by facsimile, email or mail to NY WCB SFTP an operative report for Claimant D's right ankle surgery performed by CitiMed Practice's physician Nazia Shah on June 12, 2020. The medical services were unnecessary and/or were not causally related to the alleged accident, but were provided in order to increase the medical services for which CitiMed Defendants received reimbursement and to increase workers' compensation claim and personal injury lawsuit settlement value. Upon information and belief, CitiMed Practice caused the report to be transmitted by mail, facsimile or email to Wingate Partners and/or Bangel Partners to support Claimant D's workers' compensation claim and personal injury lawsuit in furtherance of the scheme to defraud.

D-57. On or about June 12, 2020, in furtherance of the Fraud Scheme, and in violation of 18 U.S.C. §§ 1341 or 1343, **HealthPlus SC**, or an employee of the HealthPlus SC at the direction of HealthPlus SC, caused to be transmitted by facsimile, email or mail to NY WCB SFTP an operative report for Claimant D's right ankle surgery performed by CitiMed Practice's physician Nazia Shah on June 12, 2020. The medical services were unnecessary and/or were not causally related to the alleged accident, but were provided in order to increase the medical services for which CitiMed Defendants received reimbursement and to increase workers' compensation claim and personal injury lawsuit settlement value. Upon information and belief, HealthPlus SC caused the report to be transmitted by mail, facsimile or email to Wingate Partners and/or Bangel Partners to support Claimant D's workers' compensation claim and personal injury lawsuit in furtherance of the scheme to defraud.

Claimant E

E-58. On or about February 26, 2021, **Runner Defendants** recruited and/or introduced Claimant E to Wingate Defendants who together with Bangel Defendants referred Claimant E to the Medical Provider Defendants for purported diagnosis and treatment of medical conditions allegedly caused by a purported injury of that date during the course of Claimant E's employment with a construction company. Claimant E, subsequently, was assisted by the Defendants to undergo diagnostic and treatment

- protocols that were unnecessary and were unrelated to the alleged accident for which Claimant E was compensated. Upon information and belief, the acts and conducts of the Defendants were effectuated, in part by means of telephone calls, texts, emails and use of the mails, in violation of 18 U.S.C. § 1341 (mail fraud), § 1343 (wire fraud,) and NY Penal Code § 215 (bribery).
- E-59. On or about December 8, 2021, in furtherance of the Fraud Scheme, and in violation of 18 U.S.C. § 1341, **Wingate Partners**, or an employee of the Wingate Firm at the direction of Wingate Partners, transmitted by mail a Verified Bill of Particulars dated December 8, 2021 falsely attesting to the construction accident, the existence and/or extent of Claimant E's injuries, and the necessity of Claimant E's medical treatment.
- E-60. On or about March 5, 2021, in furtherance of the Fraud Scheme, and in violation of 18 U.S.C. § 1343, **Bangel Partners**, or an employee of the Bangel Firm at the direction of Bangel Partners, caused to be transmitted by email to NY WCB a letter dated March 5, 2021 signed by **Bangel** enclosing a Notice of Retainer and Appearance and Form C-3 Employee Claim for Claimant E falsely attesting to the construction accident, the existence and/or extent of Claimant E's injuries, and the necessity of Claimant E's medical treatment.
- E-61. On or about June 23, 2021, in furtherance of the Fraud Scheme, and in violation of 18 U.S.C. § 1341, **Bangel Partners**, or an employee of the Bangel Firm at the direction of Bangel Partners, caused to be transmitted by email to the NY WCB the June 17, 2021 operative report for Claimant E's left shoulder arthroscopy performed by Hudson Practice and requesting that Claimant E's payments be increased. The surgery was unnecessary and/or was not causally related to the alleged accident, but was provided in order to increase the medical services for which Hudson Practice received reimbursement and to increase workers' compensation claim and personal injury lawsuit settlement value.
- E-62. On or about May 28, 2021, in furtherance of the Fraud Scheme, and in violation of 18 U.S.C. § 1343, **Isaac** caused to be transmitted by email to the NY WCB a report of his March 2, 2021 evaluation of Claimant E falsely noting left shoulder rotator cuff tear and recommending physical therapy and imaging services. The medical services were unnecessary and/or were not causally related to the alleged accident, but were provided in order to increase the medical services for which Hudson Defendants received reimbursement and to increase workers' compensation claim and personal injury lawsuit settlement value. Upon information and belief, Isaac caused his report to be transmitted by mail, facsimile or email to Wingate Partners and/or Bangel Partners to support Claimant E's workers' compensation claim and personal injury lawsuit in furtherance of the scheme to defraud.
- E-63. On or about December 14, 2021, in furtherance of the Fraud Scheme, and in violation of 18 U.S.C. § 1341, **Isaac** caused to be transmitted by mail to the NY WCB a report of Claimant E's left shoulder arthroscopy surgery on June 17, 2021. The medical

services were unnecessary and/or were not causally related to the alleged accident, but were provided in order to increase the medical services for which Hudson Defendants received reimbursement and to increase workers' compensation claim and personal injury lawsuit settlement value. Upon information and belief, Isaac caused his report to be transmitted by mail, facsimile or email to Wingate Partners and/or Bangel Partners to support Claimant E's workers' compensation claim and personal injury lawsuit in furtherance of the scheme to defraud.

- E-64. On or about March 31, 2022, in furtherance of the Fraud Scheme, and in violation of 18 U.S.C. § 1343, **Isaac** caused to be transmitted by email to the NY WCB a report of Claimant E's right knee surgery on February 24, 2022. The medical services were unnecessary and/or were not causally related to the alleged accident, but were provided in order to increase the medical services for which Hudson Defendants received reimbursement and to increase workers' compensation claim and personal injury lawsuit settlement value. Upon information and belief, Isaac caused this report to be transmitted by mail, facsimile or email to Wingate Partners and/or Bangel Partners to support Claimant E's workers' compensation claim and personal injury lawsuit in furtherance of the scheme to defraud.
- E-65. On or about March 11, 2021, in furtherance of the Fraud Scheme, and in violation of 18 U.S.C. §§ 1341 or 1343, **Kolb** electronically signed and caused to be transmitted by facsimile, email or mail, his March 11, 2021 MRIs of Claimant E's lumbar and cervical spine, wherein Kolb falsely noted disc herniations at C3-4, C4-5 and C5-6 and disc herniations at L3-4 and L4-5 and a disc bulge at L5-S1. Upon information and belief, Kolb caused his reports to be transmitted by mail, facsimile or email to Wingate Partners and/or Bangel Partners to support Claimant E's workers' compensation claim and personal injury lawsuit in furtherance of the scheme to defraud.

Claimant F

- F-66. On or about September 3, 2021, **Runner Defendants** recruited and/or introduced Claimant F to Wingate Defendants who together with Bangel Defendants referred Claimant F to the Medical Provider Defendants for purported diagnosis and treatment of medical conditions allegedly caused by a purported injury of that date during the course of Claimant F's employment with a construction company. Claimant F, subsequently, was assisted by the Defendants to undergo diagnostic and treatment protocols that were unnecessary and were unrelated to the alleged accident for which Claimant F was compensated. Upon information and belief, the acts and conducts of the Defendants were effectuated, in part by means of telephone calls, texts, emails and use of the mails, in violation of 18 U.S.C. § 1341 (mail fraud), § 1343 (wire fraud,) and NY Penal Code § 215 (bribery).
- F-67. On or about October 6, 2021, in furtherance of the Fraud Scheme, and in violation of 18 U.S.C. §§ 1341 or 1343, **Halperin/Wingate Firm** received from **Golzad** by mail, facsimile, or email, a report Golzad's October 6, 2021 evaluation of Claimant F, falsely

- diagnosing Claimant F with concussion with loss of consciousness with post-traumatic headache and recommending various imaging services, neuropsychological evaluation and neurovestibular evaluation. The recommended medical services were unnecessary and/or were not causally related to the alleged accident, but were recommended in order to increase the medical services for which Golzad received reimbursement and to increase workers' compensation claim and personal injury lawsuit settlement value.
- F-68. On or about December 12, 2022, in furtherance of the Fraud Scheme, and in violation of 18 U.S.C. § 1343, **Wingate Partners**, or an employee of the Wingate Firm at the direction of Wingate Partners, transmitted by email to defense counsel in the personal injury lawsuit attesting to Claimant F's alleged accident and identifying Claimant F's employer on the date of the alleged accident.
- F-69. On or about June 29, 2022, in furtherance of the Fraud Scheme, and in violation of 18 U.S.C. §§ 1341 or 1343, **Golzad** caused to be transmitted by mail, facsimile, or email, a report of his May 26, 2022 evaluation of Claimant F, falsely noting Claimant F as having posttraumatic headache and recommending continued physical therapy and recommending cognitive remediation therapy and ENT evaluation for tinnitus. The recommended medical services were unnecessary and/or were not causally related to the alleged accident, but were recommended in order to increase the medical services for which NYC MNO Defendants received reimbursement and to increase workers' compensation claim and personal injury lawsuit settlement value. Upon information and belief, Golzad caused his report to be transmitted by mail, facsimile or email to Wingate Partners and/or Bangel Partners to support Claimant F's workers' compensation claim and personal injury lawsuit in furtherance of the scheme to defraud.
- F-70. On or about September 29, 2022, in furtherance of the Fraud Scheme, and in violation of 18 U.S.C. §§ 1341 or 1343, **Golzad** caused to be transmitted by mail, facsimile, or email, a report of his September 29, 2022 evaluation of Claimant F, falsely noting Claimant F as having posttraumatic headache and recommending continued cognitive remediation therapy as recommended by neuropsychologist and ENT evaluation for tinnitus. The recommended medical services were unnecessary and/or were not causally related to the alleged accident, but were recommended in order to increase the medical services for which NYC MNO Defendants received reimbursement and to increase workers' compensation claim and personal injury lawsuit settlement value. Upon information and belief, Golzad caused his report to be transmitted by mail, facsimile or email to Wingate Partners and/or Bangel Partners to support Claimant F's workers' compensation claim and personal injury lawsuit in furtherance of the scheme to defraud.
- F-71. On or about December 6, 2021, in furtherance of the Fraud Scheme, and in violation of 18 U.S.C. §§ 1341 or 1343, **Tomasello** caused to be transmitted by mail, facsimile, or email, his December 6, 2021 operative report of Claimant F's left shoulder arthroscopy at S5A. The surgery performed by Tomasello was unnecessary and/or was

- not causally related to the alleged accident, but was provided in order to increase the medical services for which Cross Bay Defendants and S5A received reimbursement and to increase workers' compensation claim and personal injury lawsuit settlement value. Upon information and belief, Tomasello caused his report to be transmitted by mail, facsimile or email to Wingate Partners and/or Bangel Partners to support Claimant F's workers' compensation claim and personal injury lawsuit in furtherance of the scheme to defraud.
- F-72. On or about December 6, 2021, in furtherance of the Fraud Scheme, and in violation of 18 U.S.C. §§ 1341 or 1343, **S5A** caused to be transmitted by mail, facsimile, or email, a December 6, 2021 operative report of Claimant F's left shoulder arthroscopy performed by Tomasello. The surgery performed by Tomasello was unnecessary and/or was not causally related to the alleged accident, but was provided in order to increase the medical services for which Cross Bay Defendants and S5A received reimbursement and to increase workers' compensation claim and personal injury lawsuit settlement value. Upon information and belief, S5A caused the report to be transmitted by mail, facsimile or email to Wingate Partners and/or Bangel Partners to support Claimant F's workers' compensation claim and personal injury lawsuit in furtherance of the scheme to defraud.
- F-73. On or about September 29, 2022, in furtherance of the Fraud Scheme, and in violation of 18 U.S.C. §§ 1341 or 1343, **Tomasello** caused to be transmitted by mail, facsimile, or email, a report of his September 29, 2022 evaluation of Claimant F, falsely noting meniscus tear of both knees and recommending arthroscopic surgery of the left knee. The medical services were unnecessary and/or were not causally related to the alleged accident, but were provided in order to increase the medical services for which Cross Bay Defendants received reimbursement and to increase workers' compensation claim and personal injury lawsuit settlement value. Upon information and belief, Tomasello caused his report to be transmitted by mail, facsimile or email to Wingate Partners and/or Bangel Partners to support Claimant F's workers' compensation claim and personal injury lawsuit in furtherance of the scheme to defraud.
- F-74. On or about November 18, 2021 in furtherance of the Fraud Scheme, and in violation of 18 U.S.C. § 1343, **Kolb** electronically signed and transmitted by facsimile to **Pain Physicians Practice** reports of November 8, 2021 MRI cervical and lumbar spine as requested by **Pain Physicians Practice**, wherein Kolb falsely noted disc herniation at C4-5 and disc herniation at L4-5. Upon information and belief, Kolb caused his reports to be transmitted by mail, facsimile or email to Wingate Partners and/or Bangel Partners to support Claimant F's workers' compensation claim and personal injury lawsuit in furtherance of the scheme to defraud.
- F-75. On or about November 29, 2021, in furtherance of the Fraud Scheme, and in violation of 18 U.S.C. § 1343, **Kolb** electronically signed and transmitted by facsimile to **Cross Bay Practice** reports of November 11, 2021 MRI of Claimant F's knees as requested by **Kosharsky**, wherein Kolb falsely noted a meniscus tear and partial tear of the

- ligament of the right knee and a meniscus tear of the left knee. Upon information and belief, Kolb caused his reports to be transmitted by mail, facsimile or email to Wingate Partners and/or Bangel Partners to support Claimant F's workers' compensation claim and personal injury lawsuit in furtherance of the scheme to defraud.
- F-76. On or about November 29, 2021, in furtherance of the Fraud Scheme, and in violation of 18 U.S.C. § 1343, **Kolb** electronically signed and transmitted by facsimile to **Cross Bay Practice** reports of November 12, 2021 MRI of Claimant F's shoulders as requested by **Kosharskyy**, wherein Kolb falsely noted a tear of the anterior superior labrum with associated joint effusion in the right shoulder and a partial rotator cuff tear of the left shoulder. Upon information and belief, Kolb caused his reports to be transmitted by mail, facsimile or email to Wingate Partners and/or Bangel Partners to support Claimant F's workers' compensation claim and personal injury lawsuit in furtherance of the scheme to defraud.
- F-77. On or about July 13, 2022, in furtherance of the Fraud Scheme, and in violation of 18 U.S.C. §§ 1341 or 1343, **Castro** caused to be transmitted by mail, facsimile, or email, a report of his June 30, 2022 evaluation of Claimant F, falsely diagnosing Claimant F with cervical and lumbar radiculopathy and recommending continued physical therapy. The medical services were unnecessary and/or was not causally related to the alleged accident, but was provided in order to increase the medical services for which Weinstein Defendants received reimbursement and to increase workers' compensation claim and personal injury lawsuit settlement value. Upon information and belief, Castro caused his report to be transmitted by mail, facsimile or email to Wingate Partners and/or Bangel Partners to support Claimant F's workers' compensation claim and personal injury lawsuit in furtherance of the scheme to defraud.
- F-78. On or about November 23, 2022, in furtherance of the Fraud Scheme, and in violation of 18 U.S.C. §§ 1341 or 1343, **Weinstein** caused to be transmitted by mail, facsimile, or email, a report of his November 23, 2022 evaluation of Claimant F, falsely diagnosing Claimant F with cervical and lumbar radiculopathy. The medical services were unnecessary and/or was not causally related to the alleged accident, but was provided in order to increase the medical services for which Weinstein Defendants received reimbursement and to increase workers' compensation claim and personal injury lawsuit settlement value. Upon information and belief, Weinstein caused his report to be transmitted by mail, facsimile or email to Wingate Partners and/or Bangel Partners to support Claimant F's workers' compensation claim and personal injury lawsuit in furtherance of the scheme to defraud.
- F-79. On or about October 7, 2021, in furtherance of the Fraud Scheme, and in violation of 18 U.S.C. §§ 1341 or 1343, **Kosharskyy** caused to be transmitted by mail, facsimile, or email, a report of his October 7, 2021 evaluation of Claimant F recommending physical therapy, extracorporeal shockwave therapy, trigger point injections and MRIs. The medical services were unnecessary and/or was not causally related to the alleged accident, but was provided in order to increase the medical services for which Pain

Defendants received reimbursement and to increase workers' compensation claim and personal injury lawsuit settlement value. Upon information and belief, Kosharskyy caused his report to be transmitted by mail, facsimile or email to Wingate Partners and/or Bangel Partners to support Claimant F's workers' compensation claim and personal injury lawsuit in furtherance of the scheme to defraud.

- F-80. On or about November 18, 2021, in furtherance of the Fraud Scheme, and in violation of 18 U.S.C. §§ 1341 or 1343, **Kosharskyy** caused to be transmitted by mail, facsimile, or email, a report of his November 18, 2021 evaluation of Claimant F and epidural steroid injection. The medical services were unnecessary and/or was not causally related to the alleged accident, but was provided in order to increase the medical services for which Pain Defendants received reimbursement and to increase workers' compensation claim and personal injury lawsuit settlement value. Upon information and belief, Kosharskyy caused his report to be transmitted by mail, facsimile or email to Wingate Partners and/or Bangel Partners to support Claimant F's workers' compensation claim and personal injury lawsuit in furtherance of the scheme to defraud.

Predicate Acts Relating to Additional Claimants

Claimant O1

O-81. On or about February 21, 2021, in furtherance of the Fraud Scheme, and in violation of 18 U.S.C. §§ 1341 or 1343, **Tomasello** caused to be transmitted by mail to the NY WCB a report of Claimant O1's right shoulder arthroscopy surgery on February 21, 2021 at NQSC. The medical services were unnecessary and/or were not causally related to the alleged accident, but were provided in order to increase the medical services for which Cross Bay Defendants and NQSC received reimbursement and to increase workers' compensation claim and personal injury lawsuit settlement value. Upon information and belief, Tomasello caused his report to be transmitted by mail, facsimile or email to Wingate Partners and/or Bangel Partners to support Claimant O1's workers' compensation claim and personal injury lawsuit in furtherance of the scheme to defraud.

O-82. On or about February 21, 2021, in furtherance of the Fraud Scheme, and in violation of 18 U.S.C. §§ 1341 or 1343, **NQSC** caused to be transmitted by facsimile, email or mail to the NY WCB a report of Claimant O1's right shoulder arthroscopy surgery on February 21, 2021 performed by Tomasello. The medical services were unnecessary and/or were not causally related to the alleged accident, but were provided in order to increase the medical services for which Cross Bay Defendants and NQSC received reimbursement and to increase workers' compensation claim and personal injury lawsuit settlement value. Upon information and belief, NQSC caused this report to be transmitted by mail, facsimile or email to Wingate Partners and/or Bangel Partners to support Claimant O1's workers' compensation claim and personal injury lawsuit in furtherance of the scheme to defraud.

O-83. On or about July 10, 2021, in furtherance of the Fraud Scheme, and in violation of 18 U.S.C. §§ 1341 or 1343, **Tomasello** caused to be transmitted by mail to the NY WCB a report of Claimant O1's right knee surgery on July 10, 2021 at S5A. The medical services were unnecessary

and/or were not causally related to the alleged accident, but were provided in order to increase the medical services for which Cross Bay Defendants and S5A received reimbursement and to increase workers' compensation claim and personal injury lawsuit settlement value. Upon information and belief, Tomasello caused his report to be transmitted by mail, facsimile or email to Wingate Partners and/or Bangel Partners to support Claimant O1's workers' compensation claim and personal injury lawsuit in furtherance of the scheme to defraud.

O-84. On or about July 10, 2021, in furtherance of the Fraud Scheme, and in violation of 18 U.S.C. §§ 1341 or 1343, **S5A** caused to be transmitted by facsimile, email or mail to the NY WCB a report of Claimant O1's right knee surgery on July 10, 2021 performed by Tomasello. The medical services were unnecessary and/or were not causally related to the alleged accident, but were provided in order to increase the medical services for which Cross Bay Defendants and S5A received reimbursement and to increase workers' compensation claim and personal injury lawsuit settlement value. Upon information and belief, S5A caused this report to be transmitted by mail, facsimile or email to Wingate Partners and/or Bangel Partners to support Claimant O1's workers' compensation claim and personal injury lawsuit in furtherance of the scheme to defraud.

Claimant O2

O-85. On or about June 27, 2021, in furtherance of the Fraud Scheme, and in violation of 18 U.S.C. §§ 1341 or 1343, **Tomasello** caused to be transmitted by mail to the NY WCB a report of Claimant O2's right shoulder surgery on June 27, 2021 at NQSC. The medical services were unnecessary and/or were not causally related to the alleged accident, but were provided in order to increase the medical services for which Cross Bay Defendants and NQSC received reimbursement and to increase workers' compensation claim and personal injury lawsuit settlement value. Upon information and belief, Tomasello caused his report to be transmitted by mail, facsimile or email to Wingate Partners and/or Bangel Partners to support Claimant O2's workers' compensation claim and personal injury lawsuit in furtherance of the scheme to defraud.

O-86. On or about June 27, 2021, in furtherance of the Fraud Scheme, and in violation of 18 U.S.C. §§ 1341 or 1343, **NQSC** caused to be transmitted by facsimile, email or mail to the NY WCB a report of Claimant O2's right shoulder surgery on June 27, 2021 performed by Tomasello at NQSC. The medical services were unnecessary and/or were not causally related to the alleged accident, but were provided in order to increase the medical services for which Cross Bay Defendants and NQSC received reimbursement and to increase workers' compensation claim and personal injury lawsuit settlement value. Upon information and belief, NQSC caused this report to be transmitted by mail, facsimile or email to Wingate Partners and/or Bangel Partners to support Claimant O1's workers' compensation claim and personal injury lawsuit in furtherance of the scheme to defraud.

Claimant O3

O-87. On or about October 11, 2021, in furtherance of the Fraud Scheme, and in violation of 18 U.S.C. §§ 1341 or 1343, **Tomasello** caused to be transmitted by mail to the NY WCB a report of Claimant O3's right knee surgery on October 11, 2021 at S5A. The medical services were unnecessary and/or were not causally related to the alleged accident, but were provided in order to

increase the medical services for which Cross Bay Defendants and S5A received reimbursement and to increase workers' compensation claim and personal injury lawsuit settlement value. Upon information and belief, Tomasello caused his report to be transmitted by mail, facsimile or email to Wingate Partners and/or Bangel Partners to support Claimant O3's workers' compensation claim and personal injury lawsuit in furtherance of the scheme to defraud.

O-88. On or about October 11, 2021, in furtherance of the Fraud Scheme, and in violation of 18 U.S.C. §§ 1341 or 1343, **S5A** caused to be transmitted by facsimile, email or mail to the NY WCB a report of Claimant O3's right knee surgery on October 11, 2021 performed by Tomasello. The medical services were unnecessary and/or were not causally related to the alleged accident, but were provided in order to increase the medical services for which Cross Bay Defendants and S5A received reimbursement and to increase workers' compensation claim and personal injury lawsuit settlement value. Upon information and belief, S5A caused this report to be transmitted by mail, facsimile or email to Wingate Partners and/or Bangel Partners to support Claimant O3's workers' compensation claim and personal injury lawsuit in furtherance of the scheme to defraud.

O-89. On or about February 20, 2023, in furtherance of the Fraud Scheme, and in violation of 18 U.S.C. §§ 1341 or 1343, **Tomasello** caused to be transmitted by mail to the NY WCB a report of Claimant O3's left knee surgery on February 20, 2023 at S5A. The medical services were unnecessary and/or were not causally related to the alleged accident, but were provided in order to increase the medical services for which Cross Bay Defendants and S5A received reimbursement and to increase workers' compensation claim and personal injury lawsuit settlement value. Upon information and belief, Tomasello caused his report to be transmitted by mail, facsimile or email to Wingate Partners and/or Bangel Partners to support Claimant O3's workers' compensation claim and personal injury lawsuit in furtherance of the scheme to defraud.

O-90. On or about February 20, 2023, in furtherance of the Fraud Scheme, and in violation of 18 U.S.C. §§ 1341 or 1343, **S5A** caused to be transmitted by facsimile, email or mail to the NY WCB a report of Claimant O3's left knee surgery on February 20, 2023 performed by Tomasello. The medical services were unnecessary and/or were not causally related to the alleged accident, but were provided in order to increase the medical services for which Cross Bay Defendants and S5A received reimbursement and to increase workers' compensation claim and personal injury lawsuit settlement value. Upon information and belief, S5A caused this report to be transmitted by mail, facsimile or email to Wingate Partners and/or Bangel Partners to support Claimant O3's workers' compensation claim and personal injury lawsuit in furtherance of the scheme to defraud.

Claimant O4

O-91. On or about October 6, 2021, in furtherance of the Fraud Scheme, and in violation of 18 U.S.C. §§ 1341 or 1343, **CitiMed Practice** caused to be transmitted by mail to the NY WCB a report of Claimant O4's right shoulder surgery on October 6, 2021 performed by an employee or agent of CitiMed Practice at SCOB. The medical services were unnecessary and/or were not causally related to the alleged accident, but were provided in order to increase the medical services for which CitiMed Practice and SCOB received reimbursement and to increase workers' compensation claim and personal injury lawsuit settlement value. Upon information and belief,

CitiMed Practice caused the report to be transmitted by mail, facsimile or email to Wingate Partners and/or Bangel Partners to support Claimant O4's workers' compensation claim and personal injury lawsuit in furtherance of the scheme to defraud.

O-92. On or about October 6, 2021, in furtherance of the Fraud Scheme, and in violation of 18 U.S.C. §§ 1341 or 1343, **SCOB** caused to be transmitted by facsimile, email or mail to the NY WCB a report of Claimant O4's right shoulder surgery on October 6, 2021 performed by an employee or agent of CitiMed Practice. The medical services were unnecessary and/or were not causally related to the alleged accident, but were provided in order to increase the medical services for which CitiMed Practice and SCOB received reimbursement and to increase workers' compensation claim and personal injury lawsuit settlement value. Upon information and belief, SCOB caused this report to be transmitted by mail, facsimile or email to Wingate Partners and/or Bangel Partners to support Claimant O4's workers' compensation claim and personal injury lawsuit in furtherance of the scheme to defraud.

O-93. On or about August 2, 2022, in furtherance of the Fraud Scheme, and in violation of 18 U.S.C. §§ 1341 or 1343, **CitiMed Practice** caused to be transmitted by mail to the NY WCB a report of Claimant O4's lumbar medial branch block on August 2, 2022 performed by an employee or agent of CitiMed Practice at HealthPlus SC. The medical services were unnecessary and/or were not causally related to the alleged accident, but were provided in order to increase the medical services for which CitiMed Practice and HealthPlus SC received reimbursement and to increase workers' compensation claim and personal injury lawsuit settlement value. Upon information and belief, CitiMed Practice caused the report to be transmitted by mail, facsimile or email to Wingate Partners and/or Bangel Partners to support Claimant O4's workers' compensation claim and personal injury lawsuit in furtherance of the scheme to defraud.

O-94. On or about August 2, 2022, in furtherance of the Fraud Scheme, and in violation of 18 U.S.C. §§ 1341 or 1343, **HealthPlus SC** caused to be transmitted by facsimile, email or mail to the NY WCB a report of Claimant O4's lumbar medial branch block on August 2, 2022 performed by an employee or agent of CitiMed Practice. The medical services were unnecessary and/or were not causally related to the alleged accident, but were provided in order to increase the medical services for which CitiMed Practice and HealthPlus SC received reimbursement and to increase workers' compensation claim and personal injury lawsuit settlement value. Upon information and belief, HealthPlus SC caused this report to be transmitted by mail, facsimile or email to Wingate Partners and/or Bangel Partners to support Claimant O4's workers' compensation claim and personal injury lawsuit in furtherance of the scheme to defraud.

O-95. On or about April 12, 2022, in furtherance of the Fraud Scheme, and in violation of 18 U.S.C. §§ 1341 or 1343, **CitiMed Practice** caused to be transmitted by mail to the NY WCB a report of Claimant O4's cervical injection on April 12, 2022 performed by an employee or agent of CitiMed Practice at HealthPlus SC. The medical services were unnecessary and/or were not causally related to the alleged accident, but were provided in order to increase the medical services for which CitiMed Practice and HealthPlus SC received reimbursement and to increase workers' compensation claim and personal injury lawsuit settlement value. Upon information and belief, CitiMed Practice caused the report to be transmitted by mail, facsimile or email to Wingate

Partners and/or Bangel Partners to support Claimant O4's workers' compensation claim and personal injury lawsuit in furtherance of the scheme to defraud.

O-96. On or about April 12, 2022, in furtherance of the Fraud Scheme, and in violation of 18 U.S.C. §§ 1341 or 1343, **HealthPlus SC** caused to be transmitted by facsimile, email or mail to the NY WCB a report of Claimant O4's cervical injection on April 12, 2022 performed by an employee or agent of CitiMed Practice. The medical services were unnecessary and/or were not causally related to the alleged accident, but were provided in order to increase the medical services for which CitiMed Practice and HealthPlus SC received reimbursement and to increase workers' compensation claim and personal injury lawsuit settlement value. Upon information and belief, HealthPlus SC caused this report to be transmitted by mail, facsimile or email to Wingate Partners and/or Bangel Partners to support Claimant O4's workers' compensation claim and personal injury lawsuit in furtherance of the scheme to defraud.

Claimant O5

O-97. On or about January 6, 2022, in furtherance of the Fraud Scheme, and in violation of 18 U.S.C. §§ 1341 or 1343, **CitiMed Practice** caused to be transmitted by mail to the NY WCB a report of Claimant O5's left knee surgery on January 6, 2022 performed by an employee or agent of CitiMed Practice at SCOB. The medical services were unnecessary and/or were not causally related to the alleged accident, but were provided in order to increase the medical services for which CitiMed Practice and SCOB received reimbursement and to increase workers' compensation claim and personal injury lawsuit settlement value. Upon information and belief, CitiMed Practice caused the report to be transmitted by mail, facsimile or email to Wingate Partners and/or Bangel Partners to support Claimant O5's workers' compensation claim and personal injury lawsuit in furtherance of the scheme to defraud.

O-98. On or about January 6, 2022, in furtherance of the Fraud Scheme, and in violation of 18 U.S.C. §§ 1341 or 1343, **SCOB** caused to be transmitted by facsimile, email or mail to the NY WCB a report of Claimant O5's left knee surgery on January 6, 2022 performed by an employee or agent of CitiMed Practice. The medical services were unnecessary and/or were not causally related to the alleged accident, but were provided in order to increase the medical services for which CitiMed Practice and SCOB received reimbursement and to increase workers' compensation claim and personal injury lawsuit settlement value. Upon information and belief, SCOB caused this report to be transmitted by mail, facsimile or email to Wingate Partners and/or Bangel Partners to support Claimant O5's workers' compensation claim and personal injury lawsuit in furtherance of the scheme to defraud.

O-99. On or about June 16, 2022, in furtherance of the Fraud Scheme, and in violation of 18 U.S.C. §§ 1341 or 1343, **CitiMed Practice** caused to be transmitted by mail to the NY WCB a report of Claimant O5's right shoulder surgery on June 16, 2022 performed by an employee or agent of CitiMed Practice at SCOB. The medical services were unnecessary and/or were not causally related to the alleged accident, but were provided in order to increase the medical services for which CitiMed Practice and SCOB received reimbursement and to increase workers' compensation claim and personal injury lawsuit settlement value. Upon information and belief,

CitiMed Practice caused the report to be transmitted by mail, facsimile or email to Wingate Partners and/or Bangel Partners to support Claimant O5's workers' compensation claim and personal injury lawsuit in furtherance of the scheme to defraud.

O-100. On or about June 16, 2022, in furtherance of the Fraud Scheme, and in violation of 18 U.S.C. §§ 1341 or 1343, **SCOB** caused to be transmitted by facsimile, email or mail to the NY WCB a report of Claimant O5's right shoulder surgery on June 16, 2022 performed by an employee or agent of CitiMed Practice. The medical services were unnecessary and/or were not causally related to the alleged accident, but were provided in order to increase the medical services for which CitiMed Practice and SCOB received reimbursement and to increase workers' compensation claim and personal injury lawsuit settlement value. Upon information and belief, SCOB caused this report to be transmitted by mail, facsimile or email to Wingate Partners and/or Bangel Partners to support Claimant O5's workers' compensation claim and personal injury lawsuit in furtherance of the scheme to defraud.

Claimant O6

O-101. On or about February 17, 2022, in furtherance of the Fraud Scheme, and in violation of 18 U.S.C. §§ 1341 or 1343, **RJ PT Practice**, or an employee of RJ PT Practice at the direction of RJ PT Practice, caused to be transmitted by facsimile, email or mail to the NY WCB a report of initial evaluation of Claimant O7 for spine, left shoulder and left knee recommending physical therapy and electrical stimulation. The medical service was unnecessary and/or was not causally related to the alleged accident, but was provided in order to increase the medical services for which RJ PT Practice received reimbursement and to increase workers' compensation claim and personal injury lawsuit settlement value. Upon information and belief, RJ PT Practice caused this report to be transmitted by mail, facsimile or email to Wingate Partners and/or Bangel Partners to support Claimant O6's workers' compensation claim and personal injury lawsuit in furtherance of the scheme to defraud.

O-102. On or about March 11, 2022, in furtherance of the Fraud Scheme, and in violation of 18 U.S.C. §§ 1341 or 1343, **RJ PT Practice**, or an employee of RJ PT Practice at the direction of RJ PT Practice, caused to be transmitted by facsimile, email or mail to the NY WCB physical therapy notes for Claimant O6 dated February 23, 2022, February 25, 2022, March 3, 2022, March 5, 2022, March 10, 2022, and March 11, 2022 purportedly to address back pain, left shoulder pain, and left knee pain. The physical therapy sessions were unnecessary and/or were not causally related to the alleged accident, but were provided in order to increase the medical services for which RJ PT Practice received reimbursement and to increase workers' compensation claim and personal injury lawsuit settlement value. Upon information and belief, RJ PT Practice caused these reports to be transmitted by mail, facsimile or email to Wingate Partners and/or Bangel Partners to support Claimant O6's workers' compensation claim and personal injury lawsuit in furtherance of the scheme to defraud.

O-103. On or about May 5, 2022, in furtherance of the Fraud Scheme, and in violation of 18 U.S.C. § 1343, **Merola** caused to be transmitted by email to NY WCB his May 5, 2022 C-4 Initial Report falsely diagnosing Claimant O6 with cervical radiculopathy. Upon information and belief, Merola

caused his report to be transmitted by mail, facsimile or email to Wingate Partners and/or Bangel Partners to support Claimant O6's workers' compensation claim and personal injury lawsuit in furtherance of the scheme to defraud.

O-104. On or about August 1, 2022, in furtherance of the Fraud Scheme, and in violation of 18 U.S.C. §§ 1341 or 1343, **Merola** caused to be transmitted by facsimile, email or mail to NY WCB a report of his August 1, 2022 examination of Claimant O6, requesting spinal surgery. The requested surgery was unnecessary and/or was not causally related to the alleged accident, but was provided in order to increase the medical services for which Merola received reimbursement and to increase workers' compensation claim and personal injury lawsuit settlement value. Upon information and belief, Merola caused this report to be transmitted by mail, facsimile or email to Wingate Partners and/or Bangel Partners to support Claimant O6's workers' compensation claim and personal injury lawsuit in furtherance of the scheme to defraud.

O-105. On or about August 18, 2022, in furtherance of the Fraud Scheme, and in violation of 18 U.S.C. §§ 1341 or 1343, CitiMed Practice caused to be transmitted by facsimile, email or mail to NY WCB a report of MRI scan of the brain of Claimant O6 requested by Golzad falsely claiming to show findings consistent with traumatic brain injury. Upon information and belief, CitiMed Practice caused this report to be transmitted by mail, facsimile or email to Wingate Partners and/or Bangel Partners to support Claimant O6's workers' compensation claim and personal injury lawsuit in furtherance of the scheme to defraud.

Claimant O7

O-106. On or about November 23, 2021, in furtherance of the Fraud Scheme, and in violation of 18 U.S.C. §§ 1341 or 1343, **Tomasello** caused to be transmitted by mail to the NY WCB a report of Claimant O7's lumbar injection on November 23, 2021 at NQSC. The medical services were unnecessary and/or were not causally related to the alleged accident, but were provided in order to increase the medical services for which Cross Bay Defendants and NQSC received reimbursement and to increase workers' compensation claim and personal injury lawsuit settlement value. Upon information and belief, NQSC caused this report to be transmitted by mail, facsimile or email to Wingate Partners and/or Bangel Partners to support Claimant O7's workers' compensation claim and personal injury lawsuit in furtherance of the scheme to defraud.

O-107. On or about November 23, 2021, in furtherance of the Fraud Scheme, and in violation of 18 U.S.C. §§ 1341 or 1343, **NQSC** caused to be transmitted by mail to the NY WCB a report of Claimant O7's lumbar injection on November 23, 2021 performed by Tomasello. The medical services were unnecessary and/or were not causally related to the alleged accident, but were provided in order to increase the medical services for which Cross Bay Defendants and NQSC received reimbursement and to increase workers' compensation claim and personal injury lawsuit settlement value. Upon information and belief, NQSC caused this report to be transmitted by mail, facsimile or email to Wingate Partners and/or Bangel Partners to support Claimant O7's workers' compensation claim and personal injury lawsuit in furtherance of the scheme to defraud.

O-108. On or about May 14, 2022, in furtherance of the Fraud Scheme, and in violation of 18 U.S.C. §§ 1341 or 1343, **Tomasello** caused to be transmitted by mail to the NY WCB a report of

Claimant O7's right shoulder surgery on May 14, 2022 at NQSC. The medical services were unnecessary and/or were not causally related to the alleged accident, but were provided in order to increase the medical services for which Cross Bay Defendants and NQSC received reimbursement and to increase workers' compensation claim and personal injury lawsuit settlement value. Upon information and belief, Tomasello caused this report to be transmitted by mail, facsimile or email to Wingate Partners and/or Bangel Partners to support Claimant O7's workers' compensation claim and personal injury lawsuit in furtherance of the scheme to defraud.

O-109. On or about May 14, 2022, in furtherance of the Fraud Scheme, and in violation of 18 U.S.C. §§ 1341 or 1343, **NQSC** caused to be transmitted by mail to the NY WCB a report of Claimant O7's right shoulder surgery on May 14, 2022 performed by Tomasello. The medical services were unnecessary and/or were not causally related to the alleged accident, but were provided in order to increase the medical services for which Cross Bay Defendants and NQSC received reimbursement and to increase workers' compensation claim and personal injury lawsuit settlement value. Upon information and belief, NQSC caused this report to be transmitted by mail, facsimile or email to Wingate Partners and/or Bangel Partners to support Claimant O7's workers' compensation claim and personal injury lawsuit in furtherance of the scheme to defraud.